



Revision Number:

Purchasing Agent: JARED GARDNER
(801)-538-3342

Item: STORAGE AREA NETWORK (SAN) PRODUCTS & SERVERS (WSCA)

Vendor: 94755A XIO Tech. Corporation
6455 Flying Cloud Drive
Eden Prairie, MN 55344-3305

Internet Homepage: www.xiotech.com

Telephone: (952) 983-2423

Fax number: (952) 983-2110

Contact: Dale Kunde

Email address: Dale_kunde@xiotech.com

Brand/trade name: XIO Tech

Price: See Attached

Terms:

Effective dates: 09/01/04 through 08/31/07

Days required for delivery:

Price guarantee period: Terms of Contract

Minimum order:

Min shipment without charges:

Other conditions:

Renewal Options: Potential contract extensions through 08/31/09

NOTE: THIS IS A NEW CONTRACT

This contract covers only those items listed in the price schedule. It is the responsibility of the agency to ensure that other items purchased are invoiced separately. State agencies will place orders directly with the vendor (creating a PG in Finet) and make payments for the same on a PV referencing the original PG. Agencies will return to the vendor any invoice which reflects incorrect pricing.



PRICING: Follow web link for pricing information.

www.xiotech.com/wscautah

Terms and Conditions

Each agency is responsible for the orders placed under this contract. It is highly recommended that users of the contract review the attached terms and conditions that bind this contract.

This agreement is NOT for the purchase of major, large hardware or hardware and software offerings, in general, individual units/configurations should not exceed \$50,000.00 each. However, this does not limit how many items or the total dollar limit on any given purchase.

FINET COMMODITY CODE(S):

2068900000-STORAGE DEVICES, ELECTRONIC (DISK DRIVE COMPATIBLE)

PARTICIPATING ADDENDUM

COMPUTER EQUIPMENT, SOFTWARE, PERIPHERALS AND RELATED SERVICES

MASTER PRICE AGREEMENT

XIOtech Corporation

Number A63316

STATE OF UTAH

UTAH CONTRACT NUMBER MA-1818

1. Scope

This is a contract for furnishing supplies, services, and equipment to the State of Utah government departments, institutions, agencies and political subdivisions. (ie, universities, colleges, counties, cities, towns, school districts, special service districts, etc.)

2. Changes:

The following clauses are to be added:

1. AUTHORITY: Provisions of this participating addendum are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.

2. LAWS AND REGULATIONS: Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.

3. AMENDMENTS: The terms of this participating addendum will not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the State Director of Purchasing.

4. DEBARMENT: The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the STATE.

5. CANCELLATION: This participating addendum may be canceled by either party without cause upon 60 days notice, in writing, prior to the effective date of the cancellation. Cancellation may be in whole or in part. Cancellation of the participating agreement due to Contractor default may be immediate.

6. TAXES: The State of Utah and its political subdivisions are exempt from paying sales and use tax. The State of Utah=s sales and use tax exemption number is E33399. The State of Utah=s Federal excise exemption number is 87-780019K

7. REPORTS AND FEES: The Contractor will submit quarterly reports to the State Purchasing Agent showing the quantities and dollar volume of purchases by each agency and political subdivision. The report shall be accompanied by a check payable

to Utah Division of Purchasing for an amount equal to 0.0010 of the gross Utah sales for the quarterly period.

8. PAYMENT: Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments may be made via a State of Utah (or political subdivision) "Purchasing Card". All payments to the Contractor will be remitted by mail unless paid by Purchasing Card.

9. PUBLIC INFORMATION: Contractor agrees that this participating addendum and the contract will be a public document, as far as distribution of copies, and Contractor gives the STATE express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, or copyright information.

10. ADDITIONAL SERVICES: Additional services beyond those purchased at the time of sale of original product are not covered under this agreement.

11. LEASE AGREEMENTS: Leasing is not an option under this agreement.

3. Primary Contact:

The primary participating entity contact for this participating addendum is as follows:

Name: Jared Gardner C.P.M., Purchasing Agent

Participating Entity Name: State of Utah

Address: 3150 State Office Building, Salt Lake City, UT 84114

Telephone: 801.538.3026

Fax: 801.538.3882

E-mail: jaredgardner@utah.gov

The primary Contractor contact for this participating addendum is as follows:

Name: Mary Reuss

Contractor: XIOTech Corporation

Address: 6455 Flying Cloud Drive, Eden Prairie, MN 55344-3305

Telephone: 952.983.2433

Fax: 952.983.2527

E-mail: mary_reuss@xiotech.com

4. Servicing Subcontractors:

All purchase orders shall be sent and payments made directly to the Contractor. Service Subcontractors are not authorized to receive or accept purchase orders or payments.

This Addendum and the Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any

such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

The Master Price Agreement Number MUST be shown on all Purchase Orders issued against this Agreement.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by Contractor below.

Entity Name: State of Utah

Contractor: XIOtech Corporation

By: 

By: 

Name: Douglas Richins

Name: STEVEN E. SNYDER

Title: Director of Purchasing

Title: CFO

Date: OCT 04 2004

Date: 10-1-04